



RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY

Office of Legal Counsel

311 Danielson Pike, North Scituate, RI 02857
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Colonel James M. Manni
Director, Department of Public Safety
Superintendent, Rhode Island State Police

Adam J. Sholes, Esq.
Office of Legal Counsel
Department of Public Safety

July 31, 2019

Julia Rock
MuckRock

RE: Public Records Request – contract

Dear Ms. Rock:

I am in receipt of your Public Records Request of July 25, 2019 wherein you are seeking “The Rhode Island State Police’s most recent contract with www.buycrash.com. ” Your request is governed by the Access to Public Records Act contained in R.I.G.L. Chapter 38-2. In response to a request for public records, an agency is required to make available for public disclosure those records that are responsive to a request, are in the possession of the agency and are not otherwise exempted from disclosure.

Enclosed please find a copy of the two-page contract which is responsive to your request.

In accordance with R.I. Gen. Laws § 38-2-8, you have the right to appeal this to Colonel James M. Manni, Superintendent, Rhode Island State Police, 311 Danielson Pike, North Scituate, Rhode Island 02857. Or you may file a complaint with the Department of the Attorney General, 150 South Main Street, Providence, Rhode Island, 02903, or the Rhode Island Superior Court of the county where the record(s) are maintained.

Please feel free to contact me should you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Adam Sholes".

Adam J. Sholes, Esq.

AJS/Ira
Enclosure

GETCRASHREPORTS.COM SERVICE AGREEMENT

This Service Agreement outlines the terms and conditions for selling crash reports through the GetCrashReports.com website between the following two parties:

Rhode Island State Police

Colonel Brendan P. Doherty

311 Danielson Pike

North Scituate, RI 02857

- And -

GetCrashReports.com

Deep River LLC

141 Boston Post Road, Ste 1

Old Saybrook, CT 06475

This Service Agreement shall begin on Feb 1 2010 and remain in force for the Service Agreement Term.

In consideration of the covenants and agreements contained in this Service Agreement, the parties agree to the following terms and conditions:

Terms and Conditions

Compensation Rate

1. **Rhode Island State Police** will accept the statutory compensation rate as established under R.I.G.L. § 42-28-37 (currently \$10.00) for each **Rhode Island State Police** crash report sold on the GetCrashReports.com web site.

Payment Method

2. **Rhode Island State Police** compensation from selling crash reports on the GetCrashReports.com website will be paid on a weekly basis.
 - a. Until such time that an ACH account transfer can be established, on or before the second business day of each week, GetCrashReports.com will mail a check using United States Postal Service First Class postage to the Rhode Island State Police, 311 Danielson Pike, North Scituate, RI 02857. The check amount will be payment for the **Rhode Island State Police** sales from the previous week (Monday - Sunday).
 - b. Upon establishment of the ACH transfer, GetCrashReports.com will provide weekly financial reports to the Department of Public Safety Central Management Office of the amount of fees collected.

Customers

3. **Rhode Island State Police** may continue to sell crash reports by mail but will direct all other crash report requests to the GetCrashReports.com website. **Rhode Island State Police** will not use the GetCrashReports.com website to service walk-in or postal customers. **Rhode Island State Police** will hand out Motorist Cards provided free by GetCrashReports.com to all parties involved in motor vehicle crashes.

Excuse for Delay or Failure to Perform

4. GetCrashReports.com will not be liable in any way for a delay, non-delivery or default due to labor disputes, transportation shortages, delays in receipt of material, priorities, fires,

GETCRASHREPORTS.COM SERVICE AGREEMENT

accidents and other causes beyond the control of GetCrashReports.com or its partners and suppliers.

Service Agreement Term

5. The Service Agreement Term is for one year and is automatically renewed each year unless terminated by **Rhode Island State Police** a minimum of 30 days prior to the automatic renewal date.

Service Agreement Termination

6. **Rhode Island State Police** reserve the right to terminate this Service Agreement for any reason in the first Service Agreement year by providing written notice to GetCrashReports.com 30 days prior to termination.

Notices

7. All notices to **Rhode Island State Police** or GetCrashReports.com shall be in writing and shall be given either personally, by e-mail, or by certified or registered mail.

Governance and Arbitration

8. The interpretation, validity and effect of this agreement shall be governed by the laws of the **State of Rhode Island**. If any provision of this Agreement is determined by a court or arbitrator having jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

Risk of Loss

9. GetCrashReports.com uploads electronic copies of crash reports and cannot be used as an offsite backup facility for crash report originals. **Rhode Island State Police** agree to hold GetCrashReports.com harmless for any loss of crash report information.

Scope

10. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

In witness where of the parties have executed this Service Agreement:

Jan 15, 2010

Date

Bruce P. Dahut

Rhode Island State Police

Deep River LLC

Deep River LLC